



Special Conditions for the payment of German truck toll by users registered with Toll Collect through DKV (Special Toll Conditions)

1. Basic information

a) Background

The Federal Republic of Germany has imposed toll for the use of German motorways by heavy commercial vehicles since 01.01.2005 in accordance with the law concerning the imposition of route-related fees for the use of German motorways by commercial vehicles (German Federal Trunk Road Toll Act - BFStrMG) and the enacted regulations based on the principles of this act. The Federal Republic of Germany through the Federal Logistics and Mobility Office (BALM) has commissioned Toll Collect GmbH (hereinafter referred to as "TC") with the operation of the toll system, in particular the imposition, collection and payment of the toll, and/or commissioned TC to assist in the imposition of the toll. TC offers parties subject to toll charges the option of registering with TC as "registered users" and as such to have the toll charged by means of three toll collection processes, namely

1. in the automatic toll collection system through a toll box, also called an on-board unit (OBU), attached to the windscreen or fitted in a standard DIN slot inside the vehicle,
2. by manually booking through the TC website (www.toll-collect.de) or
3. by manually booking through the TC

app. With TC, these registered users can choose to settle the toll "through fuel cards", and in particular also through DKV.

This being said, DKV and the customer agree the following:

b) Scope of the DKV General Terms and Conditions and these Special Toll Conditions

In as far as the customer is registered with TC as a registered user and chooses to settle the toll through DKV based on an appropriate separate agreement between the customer and DKV, the General Terms and Conditions of DKV (hereinafter referred to as the "DKV-AGB") apply initially, supplemented and in part modified by the following Special Toll Conditions for the settlement of the toll (in the broad sense of section 3, a) sentence 1 below) through DKV. The DKV-AGB also apply analogously when a DKV CARD is not used at all as such in the settlement of toll, in particular when a new customer declines to receive and use DKV CARDS and wishes to settle toll charges exclusively through DKV. The DKV service provider in the case of the settlement of toll is TC. TC and the customer conclude a framework contract through the registration of the customer under TC's General Terms and Conditions. Individual contracts between TC and the customer come into being through the individual toll payment order that the customer of TC places in accordance with section 4 below.

c) Modifications to the Special Toll Conditions

DKV has the right to modify these Special Toll Conditions with effect for the future. DKV informs the customer of such modification in writing without being required to communicate the complete modified conditions; it is

DKV EURO SERVICE GmbH + Co. KG | Balcke-Dürr-Allee 3 | D-40882 Ratingen | Tel. + 49 (0)2102 5518-0 | Fax + 49 (0)2102 5518-192 | www.dkv-euroservice.com
USt. ID-Nr. DE 119 375 450 | Sitz Ratingen | Amtsgericht Düsseldorf HRA 4053 | persönlich haftende Gesellschafterin Verwaltungsgesellschaft EGRIMA mbH
| Sitz Ratingen Amtsgericht Düsseldorf HRB 1703 | Geschäftsführung: Marco van Kalleveen | Peter Meier | Jérôme Lejeune | Sven Mehringer | Markus Präßl

sufficient to give notification, including in electronic form, of the fact that a modification has been made. If the customer does not object in writing within two months of receipt of the notification of the modification, then the customer is deemed to have consented to the modification. DKV points out the right to object in the respective notifications of modification.

2. Establishment of the business relationship

The business relationship between DKV and the customer is established (business relationship) – also for entirely new customers – with regard to toll only under the suspensive condition that TC accepts the registration application that the customer has filled out specifying the selection of settlement through the DKV CARD, and/or a corresponding application for modification of registration through a corresponding registration of the customer and the opening of a user account. DKV sends a confirmation with respect to settling the German toll through DKV, normally within 3 working days, to the customer who selected and applied for settlement through DKV to the e-mail address given by the customer.

3. Purpose of the business relationship

- a) The business relationship entitles the customer to commission TC with the payment of the toll and/or statutory fees (namely the amounts that are determined in the toll settlement procedure selected by the customer) to BALM in accordance with the provisions of section 4 and to settle the claims for payment of TC against the customer resulting from this (claims for advance payment and/or reimbursement of expenses in accordance with sections 669, 670 of the German Civil Code (BGB)) as well as any claims from TC relating to other services provided to the customer by TC arising from the business relationship (e.g. due to damage to an OBU, second copies of toll breakdown lists or cancellations of journeys) – collectively referred to in the following as "claims" - through DKV. In respect of all the services of TC provided to the customer, such as the payment of the amounts relating to toll, supply/repair of the OBU, they are considered as services that TC provides under its own name and on its own account (so-called third-party services in the sense of section 8 c) of the DKV-AGB).
- b) DKV acquires the aforementioned claims of TC against the customer described in a) sentence 1 in as far as they have not yet expired, e.g. through fulfilment.

4. Establishment of contracts and orders between the customer and TC

Individual orders of the customer to TC for TC to pay the toll and/or an amount for the toll to BALM come into being as soon as the customer, in accordance with the regulations and the rules of TC, drives on toll routes in (i) the automatic toll collection system in a vehicle fitted with a switched-on OBU or (ii) in the case of manual booking, places such an order on the TC website or using the TC app. Orders relating to other services of TC, e.g. sending second copies of toll breakdown lists etc. or cancellation of journeys are as a rule placed expressly by the customer.

5. Usage authorisation

The usage of the business relationship, in particular the OBU for the purpose of obliging DKV, is permitted only for the customer and his vicarious agents. At any time, DKV can require the customer to specify the parties authorised for usage to which he has handed over data and/or vehicle devices, as well as their addresses and samples of their signatures.

6. Payment obligations; invoicing; direct debit

- a) The payment obligations of the customer in accordance with section 9 of the DKV-AGB apply to all the claims of DKV acquired from TC and/or the claims for prepayment and reimbursement of expenses of DKV in accordance with section 3. DKV is likewise entitled to charge a fee in the sense of section 9 b) of DKV-AGB for the use of the DKV Card.
- b) DKV invoices its claims against the customer periodically, which as a rule for claims of DKV relating to the payment of toll for the customer is once a month or twice a month (1st - 15th and 16th to the last day of the month), while the claims relating to other services of TC, on the other hand, are also invoiced twice a month, depending on when they accrue. The claims are classified in the account statements for the DKV invoices according to the type of claim and the respective voucher numbers of the TC vouchers (e.g. the numbers of the TC toll invoices that are listed in the invoice information); the individual journeys are not listed.
- c) Section 10 e) of the DKV-AGB applies for the direct debit procedure.

7. Right of termination for DKV and the customer; end of business relationship

DKV can prohibit the usage of this business relationship — also independently of any other simultaneously existing general business relationship — in accordance with section 12 of the DKV-AGB, block the customer at TC and/or terminate (cancel) the business relationship; the general prohibition of the usage of the business relationship also applies for the customer in accordance with section 12 of the DKV-AGB. The customer can terminate this business relationship at any time, but only if this termination extends to TC as well (overall or with regard to invoicing through DKV). In any case, this business relationship ends automatically when the contractual relationship between the customer and TC ends.

Date: 04/2024

